SECTION 1: PURPOSE

The purpose of this addendum is:

- 1.1 MODIFICATION OF SECTION 1.2
- 1.2 MODIFICATION OF COVER PAGE OF THE RFP

SECTION 2: MODIFICATIONS

Table of Contents is modified as follows. New language is indicated by **bold underlined** font, deleted language is indicated by **strikethrough** font.

2.1 Modification of Section 1.2

	Date	Time
Pre-Proposal Conference	October 29, 2018	10:00 AM
Questions / Requests for Clarification Due	November 5, 2018	10:30 AM
Answers to Questions / Requests for Clarification Issued (approx.)	November 16, 2018	
RFP Protest Period Ends	7 calendar days prior to RFP Closing	
Closing (Proposal Due)	See RFP cover page	
Opening of Proposal	December 6, 2018	2:45 PM
Issuance of Notice of Intent to Award (approx.)	February 15, 2018 <u>9</u>	
Award Protest Period Ends	7 calendar days after Notice of Intent to Award	

2.2 Modification of cover page of the RFP:

Closing Date and Time: December 6, 2018 Time: 2:30 PM

SECTION 3: PROTEST

Protests to this addendum must be submitted in the same manner required in RFP section 4.4 and are due at November 5, 2018 2:30 PM.

Page 2 of 2

SECTION 1: PURPOSE

The purpose of this addendum is:

1.1 Addition of 2 Attachments

SECTION 2: ATTACHMENTS

Attachment A: Sample Master Agreement (in word)

Attachment I: Sample Participating Addendum

SECTION 3: PROTEST

Protests to this addendum must be submitted in the same manner required in RFP section 4.4 and are due at November 7, 2018 2:30 PM.

SECTION 1: PURPOSE

The purpose of this addendum is:

1.1 Modify the cover page to extend close date

SECTION 2: MODIFICATIONS

Table of Contents is modified as follows. New language is indicated by **bold underlined** font, deleted language is indicated by **strikethrough** font.

2.1 Modification of Cover page of the RFP:

Closing Date and Time: December 6, 2018 December 17, 2018 Time: 2:30 PM

SECTION 3: PROTEST

Protests to this addendum must be submitted in the same manner required in RFP section 4.4 and are due at November 26, 2018 2:30 PM.

SECTION 1: PURPOSE

The purpose of this addendum is:

- 1.1 Modification of the Cover Page to extend close date.
- 1.2 Modification of RFP Section 5.4.1 Negotiation
- 1.3 Modify language in Attachment A, Exhibit B, Section 1.2.
- 1.4 Modify Language in Attachment A, Exhibit B, Section 30.

SECTION 2: MODIFICATIONS

Table of Contents is modified as follows. New language is indicated by **bold underlined** font, deleted language is indicated by **strikethrough** font.

2.1 Modification of the Cover Page of the RFP:

Closing date and Time: December 17, 2018 January 7, 2019 Time: 2:30 PM

2.2 Modification of RFP Section 5.4.1 Negotiation.

2.2.1 Negotiation

After selection of a successful Proposer, DAS may enter into Master Agreement negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Master Agreement (Attachment A), with the exception of those terms listed below for negotiation.

Proposer shall review the attached Sample Master Agreement and note exceptions to the negotiable items on a redline copy submitted with its Proposal. Unless Proposer notes exceptions in its Proposal, the State intends to enter into a Master Agreement with the successful Proposer substantially in the form set forth in Sample Master Agreement (Attachment A).

It may be possible to negotiate some provisions of the final Master Agreement; however, many provisions cannot be changed. Proposer is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State. Therefore, DAS will consider the scope of requested exceptions in the evaluation of Proposal.

Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

DAS is willing to negotiate ONLY the Description of the Services and Rates and the following terms and conditions of the Master Agreement:

- Indemnification
- Insurance
- Terms of any license agreement, end user license, subscription agreement or maintenance and support agreement.

In the event that the parties have not reached mutually agreeable terms within 10 calendar days, DAS, at its discretion, may terminate Negotiations and commence Negotiations with the next highest ranking Proposer.

2.3 Modification Attachment A, Exhibit B, Section 1.2

Rent to any Traveler who possesses a valid driver's license, is at least 18 years of age or older and has a form of payment allowed if awarded an MA. No additional prequalification is required either via oral or written inquiry and no minimum age surcharge will be on MA rates. The Contractor shall also allow under the same terms and conditions if awarded of the MA more than one Traveler to drive a rental vehicle including another Participating Entity employee traveling with the Traveler. If the Traveler is renting a 15 passenger van and the Traveler is under 25 years of age, the Traveler must have a commercial driver's license, where required by State law.

2.4 Modification Attachment A, Section 30 Defaults and Remedies:

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and

- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

SECTION 3: PROTEST

Protests to this addendum must be submitted in the same manner required in RFP section 4.4 and are due at December 10, 2018 2:30 PM.

SECTION 1: PURPOSE

The purpose of this addendum is:

1.1 Modification of Section 4.11 POINT AND SCORE CALCULATIONS.

SECTION 2: MODIFICATIONS

Table of Contents is modified as follows. New language is indicated by **bold underlined** font, deleted language is indicated by **strikethrough** font.

2.1 Modification of Section 4.11 POINT AND SCORE CALCULATIONS:

Scores are the points assigned by each evaluator.

The maximum points possible for each evaluation item are listed in the table below.

The SPC will average all scores for each evaluation criterion.

Cost points are calculated as stated in the Cost Evaluation section.

TOTAL POINTS POSSIBLE:		300
	POINTS POSSIBLE	
4.10.2.1	Management Plan	40
4.10.2.2	Location	40
4.10.2.3	Customer Service and Reservations	50
4.10.2.4	Sustainability	20
4.10.2.5	Implementation and Promotion	45
4.10.2.6	Reporting and Desired Features	30-15
4.40.0		55.00

SECTION 3: PROTEST

Protests to this addendum must be submitted in the same manner required in RFP section 4.4 and are due at January 3, 2019 10:30 AM.